DOCUMENT RESUME

ED 094 650 HE 005 769

AUTHOR	Dill, David D.
TITLE	The Academic Implications of Collective Bargaining: A Case Study of The City College of New York.
INSTITUTION	American Council on Education, Washington, D.C. Academic Administration Internship Program.
PUB DATE	Apr 73
NOTE	26p.
EDRS PRICE	MF-$0.75 HC-$1.85 PLUS POSTAGE
DESCRIPTORS	Arbitration; Case Studies; *Collective Bargaining; *Collective Negotiation; Educational Policy; *Faculty; *Higher Education; Personnel Policy; *Unions
IDENTIFIERS	*City College of New York; CUNY

ABSTRACT

Throughout the history of the university the autonomy and control of the faculty has oscillated. In the middle ages faculty sustained self-government through academic guilds; in America faculty control was rekindled through the development of science and the assertion of professionalism. However, faculty again perceive a decline in their control over the university and academic policy, and they are turning to a new means of influence: unionization and collective bargaining. This analysis explores the effectiveness of this process in altering the authority structure of a college or university and the systemic changes that result, using the City College of New York as a case study. Although the experience of City College and CUNY reflect a unique set of conditions, much of what is now occuring may be generalized to other institutions of higher education. (Author/PG)

ED 094650

BEST COPY AVAILABLE

The Academic Implications of Collective Bargaining: A Case Study of The City College of New York

by

David D. Hill

Submitted To:

The American Council on Education

Academic Administration Internship Program

April 1973

U S DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

HE 005769

I

Background

A. The Academic Profession

Over five decades ago Charles Homer Haskins presented a series of lectures outlining the medieval antecedents of the contemporary university. The university from its origins in the twelfth century, he indicated, was an association of masters and scholars leading the common life of learning:

> If, as some reformers maintain, the social position and self-respect of professors involve their management of university affairs, the Middle Ages were the great age of professorial control. The university itself was a society of masters when it was not a society of students. As there were no endowments of importance there were no boards of trustees, nor was there any such system of state control as exists on the Continent or in many parts of the United States.[1]

The American Association of University Professors, the National Education Association, and the United Federation of College Teachers, it has become clear, are vigorously seeking a return to those benevolent ages.

The earliest American colleges, Harvard and William and Mary, attempted to sustain the European tradition of a self-governing faculty, but by the time of the Revolutionary War the pattern of lay control was firmly established. Faculty demands for self-government continued throughout the nineteenth century, and in the case of Yale College, resulted in substantial faculty participation.[2] The two greatest

forces for the development of faculty control were professionalization and the forming of a professional interest group. The former flowed from the general movement during the middle of the nineteenth century fostering science and the faculty-centered German university ideal, best represented by the founding of Johns Hopkins University in 1876. The latter was the founding of the American Association of University Professors in 1915, which led to a substantial increase of influence for the faculty on their individual campuses.

Throughout the history of the university the autonomy and control of the faculty has oscillated. In the middle ages faculty sustained self-government through academic guilds; in America faculty control was rekindled through the development of science and the assertion of professionalism. However, faculty again perceive a decline in their control over the university and academic policy, and they are turning to a new means of influence: unionization and collective bargaining. The following analysis explores the effectiveness of this process in altering the authority structure of a college or university, and the systemic changes which result.

B. City College and the City University of New York

The City College of New York was founded in 1847 as the first free academy for the citizens of New York. Today the college consists of four professional schools and the School of Liberal Arts and Science. The College has an enrollment of 16,900 F.T.E. students, an F.T.E. faculty of 1284, and a budget of over forty-three million dollars.[3] In 1961 the various colleges under the governance of the Board of

Higher Education were constituted The City University of New York. The University now consists of twenty units ranging from community colleges through a graduate center.

The University is funded from both state and city sources, but the character and operation of the university -- civil service categories for non-instructional staff, fiscal inflexibility, precarious and inadequate budgeting -- reflect the fact that it is a city agency. Historically the municipal colleges had been seen as comparable to the secondary and elementary schools; the chairman of the Board of Education is an ex officio member of the Board of Higher Education. City College faculty salaries, for example, correspond with secondary school salaries, a full professor being the equivalent of a high school principal. When in the 1950's the New York City School System was unionized with spectacular benefits for the staff, the message was not lost on the municipal colleges.

Consequently, when in September of 1963 Albert H. Bowker first arrived as chancellor of the City University, he found on his desk a request from the Legislative Conference (an inter-college faculty group organized for political lobbying) for recognition as the exclusive bargaining agent for all CUNY faculty.[4]

C. Collective Bargaining and the Contract

During the next four years the Chancellor met informally with the Legislative Conference (LC) and the United Federation of College Teachers (UFCT), an offshoot of the public school unions, which also had membership from the CUNY faculty. When,

In September, 1967, the New York State Legislature enacted the Public Employees' Fair Employment Act, both the LC and the UFCT petitioned to become the exclusive representative for the instructional staff.

Following extensive hearings, the Public Employment Relations Board (PERB) on May 1, 1968, ordered an election on the basis of two units: Unit I, to be composed of professional ranks and instructional support staff, and Unit II, to be composed of lecturers and part-time instructional staff. PERB based its decision upon the fact that almost one half of the full-time equivalent instructional staff was composed of adjunct (part-time) faculty and lecturers who were not eligible for tenure under Board of Higher Education Bylaws.[5] A reality stemming from the traditionally poor funding for the university (e.g. one half the support per full-time equivalent student as the State University of New York), and the ready availability of graduate students, professionals, and other potential adjunct faculty in the New York metropolitan area. As PERB concluded, "the faculty-rank-status personnel are the heart of the university." PERB reasoned it might compromise the independence of the nontenured and temporary faculty and the very stability of the university if nontenured part-time facult, in numbers almost equal to that of tenured and full-time faculty were included in the same employee unit.[6]

In the subsequent election the LC won, by a very small margin, the right to represent Unit I and the UFCT the right to Unit II.

By October 3, 1969, a collective bargaining agreement was reached with each of the units. Among the significant points of the three year agreement were the following:

1. A generous increment salary schedule and increased benefits for both units.

2. A formal grievance procedure ending in binding arbitration.

3. An agreement on the percentage in academic ranks, and for specific research support, in the LC contract.

4. The inclusion of job security in the UFCT agreement.

5. A specific procedure in both agreements for decisions on faculty status.

The latter procedure is one of the most surprising elements to those outside the City University. The procedures call for a minimum number of classroom observations of nontenured faculty (part-time and full-time), discussion with the department chairman with regard to the observation, and an annual review with the chairman of the total progress. There must be written records of both of the latter meetings. There are also specific deadlines as to conducting these procedures, notice of reappointment, and access to personnel files. These explicit and unusual procedures are traceable to the before-mentioned symmetry between the City University and the public school system where classroom observations were a standard practice. In fact, most of the departments had a history ranging back to 1935 of classroom observations by the department appointments committee prior to a tenure decision.

II

Academic Implications of the Agreements

During the last academic year while the contract negotiations proceeded through mediation and fact-finding, the agreements have been extended, resulting essentially in four years of

experience under the negotiated contracts. What has been the impact of these agreements on The City College of New York? Specifically, what effect, if any, have they had on the governance of the institution, and the academic life of the faculty?

A. Governance

The basic criteria, at least from the faculty viewpoint, for evaluation of unionization and collective bargaining, must be the question of faculty self-government and control. At The City College of New York some tradition of faculty self-government already existed. As Matthew W. Finkin, legal counsel to the AAUP, indicated in 1970,

> The City University of New York (CUNY), at least with respect to most of its well-developed four year components, has enjoyed a tradition of faculty government at the local campus level with mandated faculty control of the educational policies of the departments and with mandated departmental committees having jurisdiction for recommendations on faculty.

The formation of the University system, however, had reduced the authority of the faculty over critical educational policy. For example, the control of student allocations within the system rested with the Board. The importance of this was dramatically illustrated by the Board's decision to implement open admissions for the entire system following the student disruption and crisis in the spring of 1969. The various college faculties were not involved in this decision. This increased centralization, the poor and overcrowded working conditions, and the changed market conditions for faculty were instrumental in the move toward collective bargaining.

The Department Level

The reality of governance at the department level was more complex than is perceived from the outside. Approximately half the departments of the college were characterized by a democratic distribution of authority; the remaining half being oligarchic or authoritarian structures. The impact of the contracts has been to diminish the authoritarian structure and to strengthen the oligarchic by heavy reliance on procedures involving an appointments committee. The emphasis on classroom observations in the contracts has led to more sustained if not more informed discussions of teaching, and given the rigors of the contractual procedures, some department chairmen report increased attentiveness to the evaluation process by appointment committees.

The net gain, therefore, has been a resurgence of faculty activity in those minority instances where a department had been dominated by the chairman. Possibly other factors, including the rapid expansion of the size of the college following the advent of open admissions, would have led to this change independent of the contract, but the required evaluation procedures, the job security won by the lecturers, and the opportunity to utilize the grievance system has definitely lessened the situations in which the department chairman intimidates the faculty.

The UFCT contract led to the enfranchisement of full-time lecturers much beyond the expectations of the College or University. Prior to the contract the lecturer title was, according to Bylaw, a nontenured temporary teaching position. There was frequent evidence of abuse of the title including

appointments ranging in some cases up to ten years. The demand by the BFCT for job security was accepted by the University negotiators in part because of the expectation that large numbers of tutors and lecturers would be needed to conduct the remedial work of open admissions. This provision, not only permitting job security but awarding it retroactively, has had a significant impact on the departments. Immediately significant numbers of lecturers were tied to the institution through a job security which is administratively indistinguishable from tenure. Furthermore, several arbitration decisions have determined that lecturers may only be evaluated on their teaching and cannot be required to pursue advance degrees. Over the last four years it has become clear that it is more difficult to non-reappoint a lecturer than a member of the professional ranks, leading in some no-growth departments to a turnover of assistant professors. This has led to strong animosities in these departments not only between the senior faculty and the lecturers but between the younger faculty and lecturers as well.

Within the City University department chairmen are elected by their departments. There is no extra compensation for the position and the support services have traditionally been minimal. The impact of the contracts, while diminishing the authority of the position in some cases, has been an enormous increase in administrative responsibility. The burden for adherence to the mandated evaluation procedures falls directly on the chairmen, and so therefore, does the impact of many grievances brought on procedural grounds. Furthermore, the evaluation process requires the chairman to confront each

nontenured faculty member with his or her inadequacies, a confrontation of little popularity today. The ability to attract outstanding department chairmen, never an easy task, has declined markedly under the contracts.

College Level

The impact of the contracts on school-level decision making is as yet unclear, although there has been at City College a coincidental growth in college-wide governance.

The first Faculty Senate was organized at City College in 1968, the result according to one faculty observer of the change from the "seven fat years to the seven lean years." The emergence of the faculty senate over the last five years seems to spring from similar motivations as the development of the unions, but the senate's leadership is more clearly the traditional faculty oligarchy, while the union representatives are more clearly the young, and traditionally disenfranchised, faculty. Both agreements clearly attempt to protect the integrity of internal governing mechanisms:

> Nothing contained in this agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of CUNY so long as such rights are not in conflict with this agreement.[8]

Nonetheless the coincident emergence of the union and senate has led to tensions. These are at once obvious in the need for dual representation of the union officers and of faculty senate leadership on College governance bodies. In at least two instances there has been a direct clash between faculty self-government and the union. When the central administration

of the College invoked a requirement for outside letters of promotion and tenure recommendations, and when it appointed three new associate deans to the College of Liberal Arts and Science there were strong faculty outcries. In the midst of negotiations between the faculty and administration over these issues the head of the Legislative Conference wrote and demanded that both actions be overturned or they would be taken to arbitration. There then followed an exchange between the union and campus based faculty groups as to external intrusion into College affairs.

Unit Determination

The definition of the bargaining unit in the CUNY negotiation has an impact on faculty governance for two reasons. In the first instance the inclusion of community college, senior college, and graduate level faculty in the same unit led to a slanting of the contract provisions. For example, over the life of the contract the salary schedules became identical for all three levels of the system. Further, the explicit procedures for personnel evaluation, and the emphasis on teaching are partially attributable to the influence of the community college faculty. The second instance is the matter of unit composition in terms of the titles represented. The original PERB decision, for example, separated part-time and nontenured staff from tenured staff. Also included in the LC contract, however, were instructional support titles such as counselors, registrars, business managers, and a title especially designated for administrators. Also included in the

contract are librarians and student personnel staff who have instructional titles in CUNY. The impact of this admixture upon the final contract is unknown, although none of the non-instructional titles are represented in campus governing bodies.

In the spring of 1972, however, after three years of conflict and tension, the UFCT and LC merged their organizations and memberships in preparation for the contract renegotiation.

During the last year of protracted negotiation, the membership in the combined union has doubled to approximately forty per cent of a staff of 20,000. The merged unions have formed a delegate assembly based upon the number of union members on each campus; in the case of non-instructional titles cross-campus elections are held. The assembly's executive committee is selected to insure representation of each of the non-instructional titles, which are thereby disproportionately represented. The executive committee has developed the strategy and demands for collective negotiation.

The present character of the bargaining unit suggests the paradox of professional control by unionization. A constant thread through the governance debates of the late sixties and early seventies was the demand for the democratization of academe -- the equal opportunity for students, community members, staff members and others to shape the university by consensus decisions. Some faculty members saw unionization as a means of redressing the balance. The reality, however, is that a part-time librarian in a community college can have the same

influence on the contract negotiations as a tenured full professor in the graduate center.

B. Grievance Procedure

- Both City University agreements outlined a formal procedure which was to serve as the "sole method for the resolution of all complaints and grievances."[9] The procedure consists of informal efforts at resolution at the outset; if unsuccessful, a formal administrative hearing is called at the College; if pressed further a decision is rendered by the office of the Chancellor; if still contested the matter is submitted to a rotating panel of arbitrators "familiar with the customs of the academic community" for binding arbitration. Although the grievance procedure is listed as the "sole method" for alleviating complaints and grievances, City College, for example, has a well-developed appeal system on promotion and tenure recommendations as well as a faculty ombudsman.

The development of a formal grievance procedure ending in binding arbitration has undeniably had a salutary effect in that individual faculty members have recourse from capricious decisions. However, this procedure represents a major break with academic tradition.

During the four years of the contract there have been approximately 1500 formal dispositions at Step I (college level), 800 at Step II (chancellor level), and 81 arbitrations. In addition there have been an unknown

number of grievances filed and discontinued at various stages including 95 uncompleted arbitrations. At every level the primary reason for grievance is non-reappointment. At City College 76 grievances have been decided during the life of the contracts and 58 of these involved non-reappointment.

The majority of grievances, at least in the first few years, were filed by the UFCT which was clearly the more militant of the unions. At City College the ratio of UFCT to LC grievances prior to the merger was three to one. Interviews with grievance officers and hearing officers at both levels indicate that the unions rarely screen the grievances they represent.

Although the vast majority of decisions at Step II and arbitration have sustained the decisions at the college level, a significant number of incursions have been made on the traditional autonomy of faculty. Both agreements contain a Nota Bene stating that grievances relating to appointment, reappointment, tenure or promotion involving matters of academic judgment may not be processed to arbitration unless there is an allegation of arbitrary or discriminatory use of procedure, in which case the power of the arbitrator will be limited to remanding the case for compliance with established procedures. Throughout the life of the contract, however, the Noto Bene has been difficult to sustain. For example, one arbitrator ruled that the failure to discuss a negative observation report with a grievant was not a procedural violation but a substantive one and ordered reappointment.

Increasingly cases involving non-reappointment are being brought on the basis of discrimination, either of sex, race, and/or anti-union. In at least one case involving charges of anti-union bias an arbitrator sustained the grievant and ignored the academic judgment requirement. A further problem is the viability of "remanding for compliance with established procedure." Given the hierarchical grievance procedure, the inevitable delays that result, and the complexity of the procedures, remanding for compliance has increasingly meant reappointment for an additional year. The impact upon a department of having a faculty member already non-reappointed return for a year has not been constructive, not to mention its impact upon recruiting for replacements. These instances have invariably led to strong political divisiveness between faculty members, the arousal of anti-union and/or anti-administration resentment, and frequently compromised the expectation of compliance.

One additional and unexpected aspect of the formal grievance procedure has been the amount of litigation engendered. At least five cases decided by an arbitrator have been taken to court. One key grievance in which the arbitrator ignored the issue of academic judgment and ordered a reappointment that would have conferred tenure resulted in the University taking the case to court. The decision was reviewed by the New York State Supreme Court, the Appellate Court, and the Court of Appeals. The latter two courts upheld the University's position that only the Board of Higher Education can convey tenure.

Finally, several cases have also been taken to the City and/or State Human Rights Commissions, usually in lieu of arbitration.

The grievance procedure is open to complaints relating to any part of the contract and the unions have availed themselves of the procedure to correct contract violations effecting whole classes of individuals under the contract, or to challenge administrative procedures or decisions such as the aforementioned City College requirement for outside letters of recommendation. On the whole, however, the grievance process has served as a means for individual faculty members to attack the judgments of their faculty peers, or perhaps more realistically expressed, to attack their procedures.

C. The Academic Life

The University is distinguishably different from other organizations in its pretensions, if nothing else. The question is not whether the University ever achieves the ideals of pursuing knowledge for its own sake, openness, rationality, and the recognition of merit, but whether it continues to seek them. The collective bargaining agreements have created some new conditions, particularly at the senior colleges, which will affect the traditional academic spirit.

One example of this change is the frequently referred to procedures for faculty evaluation. The explicit character of these procedures has been seen by one strong proponent of faculty self-government as a healthy thing:

> There can be no quarrel with the underlying rationale of Article 17. It embodies due process for the faculty member, assuring him that his appointments committee has before it in advance of its critical decisions the factual information it needs, as well as the classroom observer's and chairman's evaluations of his performance, and the candidate's comments on and rebuttal of the chairman's evaluation. This sets considerably higher standards for proper evaluation than were customary before the contracts.10

This procedure also leads to hollowness and hypocrisy. The requirement of twenty-four notice prior to a teaching observation has led, according to many appointments committee members, to brilliantly staged, and prepared lessons. A popular story in one department tells of a young faculty member coming into class at an accustomed late time and relaxing in front of the class to chat offhandedly. Halfway through the class she noticed an old white haired man in the back of the class and upon asking who he was, discovered that she had not picked up her mail the previous day.

It has become clear in the course of four years experience with the UFCT contract that a lecturer can only be released if there are negative teaching evaluations. As a handbook dealing with the contracts put it:

> When a given observation results in an unsatisfactory evaluation of the member's performance. it is necessary that this be made explicit, and further, that the reasons to sustain this conclusion are clearly stated.11

Department chairmen have come to despair over making personnel decisions under such circumstances. Seemingly faculty members are no more able or willing than students to judge their peers incompetent.

Several faculty members bemoaned the changing climate and tone on campus. As Fisk and Duryea accurately sketch in their recent volume on collective bargaining:

> What has appeared in campus relationships, however, is a greater formalization in the decision-making process. The discipline maintained by each side across the bargaining table necessitates a calculated interchange. This behavior and the attitudes it displays carries over into the grievance procedures and to meetings between union heads and campus presidents, which are required by contract to have formal agendas. Frank and informal administrative-faculty communications are placed under heavy strain. Formal bureaucratic procedures combined with cautious, frequently written, communications engender an uncomfortable climate for those accustomed to the more open give and take in which academic and administrative commitments had a much freer expression.[12]

Those department chairmen or appointments committees at City College, for example, which had attempted to be humane or flexible were inevitably the victims of grievance reversals because of a procedural lapse, while those who opted for the role of meticulous processor escaped cleanly. The attempt by one department to give a grace year terminal appointment to a faculty member who would not gain tenure found itself in a grievance because it violated the contract notification dates by notifying too early.

The leadership of the union on the campus, perhaps inevitably, sprang from those who had been involved in

grievances, and has thus led to the feeling among older faculty that the union is utilized for self-interest, and is characterized by intransigence, and a short-run view, or in sum the elevation of the individual interest over the collegial interest.

The most significant victim of unionization may be that of merit. The thrust of the contracts and the grievance system is to treat everyone exactly the same since any distinctions will inevitably be capricious and harmful to some. The unions, therefore, have traditionally been critical of the academic "stars." Using Alvin Gouldner's classic typing of the cosmopolitan and the local, the unions boost the individual who identifies with the institution and invests his energy there as opposed to the cosmopolitan whose status and rewards are external. The following quotations by Israel Kugler, Vice President of the merged unions, expresses this point of view:

> We encourage faculty members to remain at an institution and engage in its reform rather than to become academic entrepreneurs who hop to other institutions that are ready to pirate them away with the lure of individual betterment....AFT is appalled at widespread practice of secret individual deals for a favored few.[13]

Or as the AFT's literature puts it, "The American Federation of Teachers opposes 'merit-rating' systems of pay for teachers on the basis that such systems cannot operate without the injection of personal bias and preferment."[14]

The tone and texture of the American university

is being changed by influences external to it as well as those who compose it. In the most recent experience at The City College the impact of unionization seems to join those external forces in compromising the character of the institution.

III

Renegotiation of the Contract

In the process of renegotiating the contracts in June of 1972 the Professional Staff Congress (PSC, the merged unions) issued its list of contract demands. While these demands represent a starting point and are therefore unreliable as to the final contract, they are suggestive of the role and function the PSC will serve in the future.

Matthew W. Finkin, Acting Counsel to the AAUP, analyzed the academic implications of these demands. The major points were:

1. The bargaining agent is asserting for itself the right to negotiate any contemplated changes in institutional government.

2. Academic freedom has been expanded to permit challenging - before an arbitrator - any negative personnel action, and requires reasons for same.

3. Tenure is defined as job security, and the associated procedures make such a strong presumption in favor of reappointment and tenure as to be indistinguishable from an instant tenure policy.

4. Criteria for faculty evaluation are to be determined by the faculty member.

5. Complexity of personnel procedures maximizes the chance for innocent error, and provides for maximum access to arbitration.

6. Access to an arbitrator will be at the sole discretion of the bargaining agent.[15]

The thrust of these demands is to create two effective power bases: the individual in terms of job security, benefits, promotion, etc., and the union in terms of control over the operation of the university. Clearly excluded is the conception of a self-governing, collegial, professional faculty.

IV

Concluding Observations

It is important to reemphasize that the demands and orientations of a union such as the Professional Staff Congress are heavily determined by their environment and by tradition. Thus the strongly political orientation of the Board of Higher Education, its penchant for provocative decisions with minimal faculty consideration, e.g. open admissions or a system-wide requirement for student evaluation of faculty, the growing controversy between the city and state over control of CUNY are all factors leading to support for a strong, centralized union. And the deterioration in facilities and in the quality of life in the city, the sharp rise in the cost of living, the sudden infusion of underprepared students, the competition in the marketplace, all of these factors led to a concern with

security, benefits, and status.

Ramifications of Union Growth

The further development and strengthening of the union in the City University will lead to additional changes. An obvious first step is the extension of job security to all members of the unit who do not yet have it, whether they be full-time, part-time, instructional or non-instructional staff. A second and inevitable change is the centralization of management within the University as a response to the demands. As Donald Wollett has indicated:

> A collective bargaining system is likely to be intolerant of poor administration. In other words, if collective bargaining is functioning effectively, the enterprise cannot afford the luxury of incompetent administration. Costly administrative practices, indecision, dilatory behavior, caprice, and similar inadequacies in the managerial hierarchy are likely to be exposed and eliminated.[16]

To the extent that the union insists upon and the University grants the complex personnel procedures proposed, the University will feel compelled to control these procedures to minimize error. This should lead to the designation of department chairmen as management, something already occuring in community colleges, or the centralization of such procedures out of the hands of the department chairmen.

A serious issue surrounding collective bargaining is the closed nature of the negotiations. In the

private sphere where collective bargaining began, the public's right to know was not presumptive. In the public sphere the opposite appears to be true. Recent reports have indicated, for example, that public employees in New York City have been awarded retirement plans which are clearly inordinate and possibly beyond the resources of the City. Furthermore, to the extent that educational matters of a public university are being negotiated, they should be in the public eye. Given the strong history of open publication in the academic community and the recent student demands for openness and full disclosure, given the increasingly public nature of political affairs, and given the union's own demands for access to personnel files, openness of committee meetings, etc., it is difficult to understand how closed negotiations can be defended.

It is also apparent that while the unionization of the staff at the City University may result in greater benefits and job security for individuals on the staff, it will not increase the autonomy of the faculty. The process of unionization has in fact made the university more vulnerable by placing major decisions in the hands of arbitrators external to the institution, diluting the authority of the core faculty by development of a bargaining unit that is system wide and includes non-instructional titles, and finally by the creation of the union itself which may now make incursions into campus affairs.

Finally, there is increasing evidence that the ultimate response to a distant and bureaucratic university administration is a distant and bureaucratic union headed by professionals. The symmetry of the union organization and administration with that of the university is striking, and the distance between the chancellor or the union president and a single faculty member is nearly the same. There is growing evidence that the educational unions in New York State will have a common organization in preparation for an expected centralization of state education.

Generalizability of the CUNY Experience

Although the experience of City College and CUNY reflect a unique set of conditions, much of what is now occuring is generalizable to other institutions of higher education. The extent of generalizability will depend on two factors: unit determination and existing governance systems. To the extent that the unit determination involves more than one campus, or involves an entire system, there will be a significant tendency toward the leveling effect characteristic of CUNY. The combination of a system administration and a system-wide contract will make it enormously difficult for any one institution to develop standards or a collegial character different from its coordinate units. The other critical variable is the extent of collegial governance a campus possesses and the character of its

leadership. Precisely because there were existing and functioning oligarchies at Central Michigan University and at St. John's University, and because this leadership was willing to take over the administration of the union with limited involvement of outside professionals, these institutions were able to retain, at least initially, a stronger sense of collegial control and merit than has been true at City College.

Ultimately, therefore, those institutions which will best be able to carry on the tradition of faculty self-government, of excellence, and reward of merit will probably be those who already possess those qualities, particularly the private institutions.

Footnotes

[1]Charles Homer Haskins, The Rise of Universities (Ithaca, N.Y.: Cornell University Press, 1957) p. 50.

[2]John S. Brubacher and Willis Rudy, Higher Education in Transition (New York: Harper and Row, 1958) p. 358.

[3]All statistics, Fall 1972

[4]Bernard Mintz, "The CUNY Experience," Wisconsin Law Review, 1971, No. 1, p. 112.

[5]William F. McHugh, "Collective Bargaining with Professionals in Higher Education: Problems in Unit Determinations," Wisconsin Law Review, 1971, No. 1, p. 78.

[6]Ibid.

[7]Matthew W. Finkin, "Collective Bargaining and University Government," Wisconsin Law Review, 1971, No. 1, p. 139.

[8]CUNY Agreements, Article 1.2.

[9]Ibid., Article 6.1.

[10]Julian A. Elias, "Two Years of Collective Bargaining: An Appraisal," June 28, 1971, p. 5, (Mimeographed).

[11]CUNY Guidelines on Contract Administration, September 1971, p. 2.

[12]E.D. Duryea, Robert S. Fisk and Associates, Faculty Unions and Collective Bargaining (San Francisco: Jossey-Bass, 1973) pp. 199-200.

[13]Matthew W. Finkin, "Collective Bargaining with Professionals in Higher Education: Problems in Unit Determination," p. 129 (note).

[14]Ibid.

[15]Matthew W. Finkin, "Academic Implications of the Bargaining Demands of the Professional Staff Congress (APT-NEA) in the City University of New York," August 29, 1972 (Mimeographed).

[16]Durvea, Fisk and Associates, pp. 42-43.